

INDIANA INTERAGENCY MEMORANDUM OF AGREEMENT

The Indiana Family and Social Services Administration, Division of Family and Children

The Indiana Department of Education, Division of Special Education

The Federal Region V, Administration for Children and Families

The Indiana Head Start Association

Regarding

PROVISION OF SERVICES TO YOUNG CHILDREN WITH SPECIAL NEEDS AND THEIR FAMILIES

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I.	INTRODUCTION	

This agreement is developed in response to requirements of the Individuals with Disabilities Education Act (IDEA), the federal early intervention/special education legislation. The agencies participating in this agreement are working cooperatively to provide coordinated services to young children and their families and to insure the implementation of federal and state law and regulation.

The original agreement was signed by five Indiana agencies in 1988. In 1991, the agreement was revised with Head Start, a key player in the statewide coordination of services to young children, entering the agreement. In 1991 and 1992, the Indiana General Assembly reorganized and codified Indiana's family and social services agencies. The early intervention program for infants and toddlers with disabilities was transferred under new statutes to the Division of Family and Children, Bureau of Child Development. This Division operates under the policy authority of the Family and Social Services Administration. Since the 1991 joint agreement, the Early Intervention Program has developed separate agreements with the Indiana Department of Health (1996) and Office of Medicaid Policy and Planning in the Family and Social Services Administration (1997).

PARTIES TO AGREEMENT

This joint statement of agreement is between the Family and Social Services Administration, Division of Family and Children, Bureau of Child Development (First Steps), the Department of Education, Division of Special Education, the State Education Agency, and Administration for Children and Families (ACF) Region V and the Indiana Head Start Association representing Head Start agencies in Indiana. It affects the staff of the signatory agencies, as well as local early intervention providers, local education agencies, and local Head Start grantees which may include Head Start, Early Head Start, and Migrant Head Start programs.

By this agreement, the Family and Social Services Administration, Division of Family and Children, Bureau of Child Development, the Department of Education, Division of Special Education, and Head Start reaffirm their support for comprehensive, coordinated planning and implementation of services to young children with disabilities and their families. All parties to this agreement will be referred to as agencies. The signatory agencies have agreed to periodic review, and update, of the agreement when necessary. This edition reflects the changes recommended in a review completed by the signatory agencies in the fall of 1998.

2. PURPOSE STATEMENT

The purpose of this joint agreement is to promote cooperation in the development of a coordinated, interagency system of services for young children with special needs from birth through age five and their families. The content is designed to specify the roles and responsibilities of the participating agencies related to services required and to provide guidance for their implementation. This joint agreement provides a policy framework for cooperative efforts and seeks to clarify issues related to those efforts.

The Family and Social Services Administration, Division of Family and Children, Bureau of Child Development, is the lead agency for implementing the Early Intervention System for Infants and Toddlers, ages birth through two, and their families in accordance with IDEA, Part C. The Department of Education, Division of Special Education, is the lead agency for early childhood special education for children with disabilities, ages three to five, in accordance with IDEA, Part B. Head Start serves young children, birth through age five, under a federal mandate that at least ten percent of enrollment opportunities be made available to children with special needs.

This agreement supports a service system for children with special needs, birth through age five, rather than viewing the system of services separately for these two age groups.

For purposes of this agreement, the Early Intervention Program under Part C, will be referred to as "First Steps," and the services for preschool children with disabilities provided by public schools will be referred to as "Early Childhood Special Education." Head Start includes Head Start, Early Head Start, and Migrant Head Start programs in Indiana.

3. AUTHORITY

The responsibilities and activities delineated in this agreement are referenced and supported in the following federal and state statutes, rules and regulations.

- 42 U.S.C. 1400 et seq. - Individuals with Disabilities Education Act, PL 105-17
- Indiana Code 20-1-6 et seq., Division of Special Education Authority
- 511 IAC 7-3 et seq., Indiana State Board of Education Article 7
- Indiana Code 12-17-15-1 et seq., Infants and Toddlers with Disabilities Program
- 470 IAC 3-1 et seq., First Steps Early Intervention System
- 42 U.S.C. 9831 et seq., Head Start Program, 45 CFR Parts 1304,1305, and 1308

IV. FUNDAMENTAL PRINCIPLES AND ACTIVITIES

The following fundamental principles are identified as essential to establishing a comprehensive, coordinated system of services for young children from birth through age five and their families and should be reflected in the stated activities of the agencies:

5. Parent Involvement and Family Support

Parents provide the primary learning environment for children under six years of age. The best interests of children are served when parents and service providers work in partnership. Services must be responsive to family needs and enhance families' capacities to meet the special needs of their children.

The agencies agree to:

- Involve parents of children with special needs on state level boards, commissions, and advisory groups that have responsibility for young children with special needs and their families. Considerations are given to scheduling meetings at convenient times for parents, providing stipends for reimbursement for time, transportation, child care expenses, and developing formal and informal ways to encourage parental input.
- Involve parents in planning and conducting conferences, in-service training, program development, implementation, program evaluation, and policy formation.
- Maintain standards that address involvement of parents on local, regional and state advisory groups, e.g., Interagency Coordinating Council on Infants and Toddlers, First Steps Local Planning and Coordinating Councils, Indiana Head Start Executive Board and Committees, local parent advisory councils or groups in schools, and Division of Special Education State Advisory Council.
- Promote parents and personnel as equals in a partnership in the development of the Individualized Family Service Plan and the Individualized Education Plan.
- Support cultural diversity approaches to service delivery that reflect a sensitivity to the different cultures involved in First Steps, Early Childhood Special Education, and Head Start and make efforts to enhance the capacity of the signatory agencies and their local providers to identify, evaluate, and meet the needs of under represented groups, including low income and minority populations.

2. Services with Typically Developing Peers

Children with disabilities are children first but have special needs. One of those needs is for meaningful participation in society. This is in keeping with knowledge of how children develop and learn. It is important that efforts be made to provide the supports needed so that young children receive services in settings with children without disabilities. For infants and toddlers, early intervention services must be provided in natural environments, which means settings that are natural or normal for the child's age peers who have no disabilities. Early intervention services occur in a setting other than a natural environment only if early intervention cannot be achieved satisfactorily for the infant or toddler in a natural environment. To the maximum extent appropriate, preschool children with disabilities are to be educated with children without disabilities and removal of children with disabilities from the regular education environment occurs only if the nature and severity of the disability is such that education with the child's age peers with the use of supplementary aids and services cannot be satisfactorily achieved. This is referred to as the least restrictive

environment. Children with disabilities in Head Start are expected to participate in the full range of activities in an integrated setting with their typically developing peers. Head Start will advocate for inclusive child care in natural environments for infants and toddlers and least restrictive environments for preschool children with disabilities for families who need full day/full year services and have a young child with special needs.

The agencies agree to:

- Support orientation and in-service training to communicate and reinforce the underlying principles of community-based environments.
- Support a service delivery system promoting integration of children with special needs into natural environments and least restrictive environments where children without disabilities participate.
- Promote recommended guidelines for providing services that reflect both developmentally and individually appropriate practices.

3. Interagency Coordination and Non-Duplication

Cooperation and shared responsibility are necessary components of a service delivery system that can meet the varied needs of children and families. No single agency can provide all services to all children and families. Interagency coordination is essential at both the state and local levels. Also, the state level agencies must assume a role as partner with local communities. In order to develop a coordinated system of services, agencies providing similar services will promote the development of unified procedures and reduce unnecessary duplication of effort, which creates barriers for families accessing services.

The agencies agree to:

- Support participation in and representation on the Interagency Coordinating Council on Infants and Toddlers (ICC) and its sub-committees and to communicate activities to their respective staffs.
- Develop mechanisms for communication of activities that impact services to children among the signatory agencies. Promote the sharing of representation on like or equal associations.
- Share existing policies related to children's services with the other signatory agencies.
- Share and review any contemplated policies related to children's services with the other signatory agencies.
- Promote and insure continued collaborative staff development among agencies, e.g., sharing dollars for training. Blend funding streams for training and services when applicable policies allow. Whenever possible, state and local agencies are encouraged to invite staff from the other agencies to participate in training.
- Support criteria that require demonstration of local collaborative efforts in grant submission.
- Share information about resources that are available within each agency that are mutually helpful, e.g., training calendars. Each agency will be responsible for sharing resources with their local networks as appropriate.
- Support local interagency initiatives in the development and implementation of service delivery systems.
- Promote the development and maintenance of local councils which have diversity of membership representation.
- Support local interagency initiatives including the development of local memoranda of understanding or interagency agreements.

5. SPECIFIC ROLES AND RESPONSIBILITIES OF AGENCIES FOR TRANSITION

This Memorandum of Agreement is to clarify procedures and responsibilities of the participating agencies and facilitate the smooth and effective transition of young children and their families between First Steps, Early Childhood Special Education and Head Start. Local First Steps providers, local education agencies, and Head Start grantees are encouraged to develop agreements within the context of this agreement that will define relationships and outline details of areas of cooperation most appropriate to their local situations. Nothing in this agreement precludes the inclusion of other appropriate community service providers in the development of collaborative services.

A. Transmission of information

- With informed, written consent of the parent, the First Steps service coordinator shall notify the local education agency, eighteen (18) months prior to the child's third birthday, or as soon as the child enters early intervention if older than eighteen (18) months of basic demographic information including the child's name, the date of birth, and the suspected disability. If the parent does not provide written consent, basic demographic information without personally identifiable information should be forwarded to the local education agency.

At least six (6) months prior to the child's third birthday, and with written permission from the legal guardian(s), the state supported program shall transmit the following information to the local education agency of the child's legal residence:

1. The most recent individualized family service plan;
 2. The most recent evaluation reports, **including medical reports**, from any appropriate sources; and
 3. Other information determined with the family to be relevant to program planning and service delivery.
- The Head Start disabilities coordinator must arrange for further, formal, evaluation of a child who has been identified through screening or developmental assessment as possibly having a disability. The disabilities coordinator must refer a child to the local education agency as soon as the need is evident, starting on or before the child's third birthday or at the time a disability is suspected. If the local education agency does not evaluate the child, Head Start is responsible to evaluate with written parent consent.
 - Families enrolled in Early Head Start with infants and toddlers suspected of having a disability are to be promptly referred to First Steps to coordinate any needed evaluations, determine eligibility for Part C, and coordinate development of an individualized family service plan (IFSP) for children determined to be eligible under First Steps.
 - Local education agencies, First Steps and Head Start grantees should establish compatible procedures for mutual referral of young children and their families.

2. Transition Conference

- The First Steps service coordinator shall convene, with the approval of the family, a transition conference including the family, the First Steps lead agency, the local education agency, current service providers, and potential service providers, at least ninety (90) days prior to the child's third birthday, or up to six months prior to the child's third birthday, at the discretion of all parties required to attend the transition conference. The 90-day timeline may need to be moved back into the spring if the child's birthday is in the summer or early fall in order to ensure that a free appropriate public education is available beginning on the child's third birthday. Required participants in the transition planning conference include a First Steps service coordinator, the local education agency (if the child is likely to be Part B eligible), and the family. In the case of a child who may not be eligible for Part B services at age three, reasonable efforts should be made to include providers of appropriate services in the community such as Head Start or child care, etc.
- The purpose of the transition conference is to review the child's program options for the period from the third

birthday through the remainder of the school year and establish a transition plan according to 470 IAC 3.1-11-4 (d) (2). This meeting may coincide with the periodic IFSP review meeting held at least every six (6) months, if appropriate and agreed to by all parties required to attend the transition conference. Each local education agency shall participate in the transition meeting. Each local Head Start program shall make every effort to attend transition meetings to which they are invited.

- If a parent does not give consent to inviting the local education agency representative to the meeting, the First Steps service coordinator should make the parent aware that a delay in referring the child to the school system may cause a delay in receiving services if the parent reverses the decision upon the child's third birthday.
- Early intervention is responsible for coordinating the transition process for children who are not eligible for early childhood special education.
- Each Head Start grantee will support and encourage the incorporation of transition planning for young children with disabilities into the overall disabilities service plan. This transition planning will include written coordinated transition services for children with disabilities and their families into and out of Early Head Start and Head Start programs.

3. Evaluation

- The local education agency shall be responsible for reviewing the evaluation data transmitted from First Steps to determine if it is appropriate or sufficient to assist in determining the eligibility of a particular child for special education and related services. The local education agency shall utilize this information whenever appropriate to avoid unnecessary reassessment and delays in services.
- If it is ascertained at the transition meeting, or at a later time, that additional evaluative data is necessary to establish eligibility for special education, the local education agency shall hold a personal meeting with the child's parent or guardian to inform the parent of the intent to pursue an initial education evaluation, discuss relevant issues and obtain written parent permission to evaluate. The transition meeting may serve as the personal meeting. If the parent is unable or unwilling to attend the personal meeting, the notice must be mailed to the parent.

4. Case Conference

- Within 40 instructional days of the date the designated school personnel receive written parent consent for evaluation, the local education agency shall convene a case conference committee to discuss the results of the evaluation and determine eligibility for special education and related services. The 40 instructional day timeline cannot be used to deny services to the child who is three years old and in transition from Part C to Part B services. The local education agency should invite the First Steps service coordinator to the meeting. The First Steps service coordinator shall make every effort to attend case conference meetings to which he/she are invited.
- A Head Start representative should be invited to the case conference meeting, if the child meets Head Start eligibility criteria and Head Start may be one of the placement options for the child. Head Start personnel shall make every effort to attend the case conference meetings to which they are invited.
- Local education agencies (LEA) are required to develop an individualized education program (IEP) for each eligible child with a disability. Children not meeting the state criteria of disability under Part B, may be served and provided a full range of Head Start Disability Services. Head Start programs are required to develop IEPs representing all areas of comprehensive programming for children with diagnosed disabilities. The format of the Head Start administered plan includes all the basic components required in an IEP as outlined by Head Start Performance Standards for Services with Disabilities (45 CFR 1308). Preschool children with disabilities enrolled in Head Start programs will therefore have a plan developed and administered by the LEA OR Head Start. A child with either plan will be counted toward the Head Start grantee's 10% enrollment for children

with disabilities. Cooperative development of IEPs between each agency is encouraged to ensure the children receive services which meet their individual needs. There should be LEA and Head Start coordination of goals and objectives identified in each IEP when shared programming will occur.

- The Individualized Education Program (IEP) shall specify the child's program on the third birthday. Upon the child's third birthday, free, appropriate public education (FAPE) begins.
 - If a child turns three during the summer and the case conference committee has recommended extended school year services in the IEP, the local education agency must provide them. Otherwise, the services may be initiated at the beginning of the upcoming year. While federal law requires states and local education agencies to "ensure a smooth and effective transition" for children from First Steps to Early Childhood Special Education, it mandates summer services only for those children found to need an extended school year program. This means that the eligible three year old child may or may not receive services in the summer. The First Steps provider(s) should prepare the family for this possibility.
5. Fiscal Issues
- All special education and related services to an eligible child become the financial responsibility of the local education agency on the child's third birthday. If local education agency policy allows, eligible children whose third birthdays occur in the fall may enroll in the early childhood special education program at the beginning of the school year. Therefore, if an IEP is completed a few months earlier than a child's third birthday and is signed by the parent, the school may begin to provide services immediately, but it is not required to provide services until the day of the child's third birthday.
 - When a child who is eligible under Part C is determined to be ineligible under Part B, neither Part C nor Part B funds may be used to provide services after the child's third birthday.
 - Under IDEA, First Steps is responsible for assuring that provisions for early intervention are available at the local level; provision of early intervention services occurs through a county system of early intervention services, including infants and toddlers enrolled in Early Head Start. Under IDEA, local education agencies (LEA) are responsible for assuring the identification, evaluation and provision of a free appropriate public education to children found to be in need of special education and related services, including those children enrolled in Head Start. First Steps must assure that early intervention services are provided and the LEA must assure that special education and related services are provided, but each system is not responsible for providing them all directly. IDEA stresses the role of multiple agencies and assumes that the efforts of other agencies will be maintained.
 - Head Start is committed to fiscal support, in full or by combination of Head Start funds and other resources, to assure that services needed by children with disabilities will be provided. Head Start is fully committed to the maintenance of effort as required for all agencies by the IDEA and by the Head Start Act. The local Head Start Disability Service Plan and local interagency agreements should contain plans for resource and cost sharing.
 - The Head Start grantee, the First Steps county system or the local education agency shall not reduce the extent or scope of their responsibilities for services to children with disabilities and their families as a result of collaborative agreements, except where agreed upon.

VI. JOINT ROLES OF AGENCIES IN SYSTEM COORDINATION AND IMPLEMENTATION

There are a number of joint roles and responsibilities which are essential to the successful implementation of a comprehensive, coordinated services system for young children and their families served by First Steps, Early Childhood Special Education and Head Start. These include public awareness, child find efforts and referral procedures, comprehensive system of personnel development, confidentiality, and program rules and monitoring.

1. Public Awareness

The participating agencies will provide information as requested for the statewide Early Intervention Central Directory of Resources. The agencies will coordinate all public awareness efforts regarding early identification and services to children with special needs and their families which reflects the cultural diversity of the state. The agencies will encourage coordination of all major public awareness efforts being conducted by public and private agencies at the local level.

2. Child Find Efforts and Referral Procedures

Child find is the joint responsibility of each of the participating agencies and their local counterparts. The participating agencies will work together to locate and identify children in need of early intervention, special education and Head Start services. Child find efforts require cooperation to ensure smooth transitions between programs. Each agency's child find system must include procedures for use by referral sources for referring children to the appropriate agency for evaluation, as appropriate. Child find activities will be carried out at public expense with no fees charged to parents. Head Start grantees are required to make available a minimum of 10% of their funded enrollment for preschool children with disabilities.

This agreement recognizes that child find responsibilities overlap for local education agencies (LEAs) and First Steps providers. LEAs continue to be responsible for maintaining a comprehensive child find system from birth through 21 years of age for identifying children who are in need of special education. The First Steps system is responsible for ensuring that all children eligible for early intervention are located and identified. Both systems become a part of the other's informed referral network. Head Start grantees will develop Head Start Disability Plans addressing coordinated child find efforts.

It is recommended that the local education agency, First Steps and Head Start at the local level determine shared responsibility. The goal of this process is to prevent duplication of effort. Shared activities such as joint screening are encouraged. There should be ongoing dialogue regarding procedures with regard to the referral process. It is recommended that local agreements address the use of consistent or compatible instruments for screening, evaluation, and identifying information that is needed during the referral process.

3. Comprehensive System of Personnel Development

The agencies will collaborate with one another in planning, developing, and conducting in-service training. The agencies will support statewide coordination of training activities related to young children which will provide greater access to learning opportunities for families and service providers. Coordination of planning efforts will include, but not be limited to, sharing needs assessments, offering cooperatively sponsored or jointly attended training activities, scheduling, evaluation, and dissemination of information.

4. Confidentiality

Each agency will protect the rights of young children with disabilities with respect to records and reports as created, maintained and used by the public agencies. It is the intent of this agreement to ensure that parents have the rights of access, rights of challenge, and rights of privacy with respect to such reports and records, and that applicable state and federal laws for exercise of these rights be strictly followed.

5. Program Rules and Monitoring

Each agency has compliance and monitoring systems in place. It is agreed that the agencies will cooperate with each other and coordinate existing monitoring systems as appropriate. Each agency will share relevant legislation and regulations upon request. Each agency will invite participation by the other agencies in the review of such areas as service definitions, program standards, eligibility, and development of related technical assistance materials.

VII. DISPUTE RESOLUTION

The parties to this agreement are committed to cooperatively plan and work together to meet the needs of young children with disabilities and their families. In instances of interagency conflict, every effort will be made to resolve the differences at the lowest level possible.

The dispute resolution procedures in this agreement do not apply to individual child complaints, i.e., complaints that generally affect only a single child or the child's family. For these types of complaints, each agency is responsible for establishing and maintaining procedural safeguards (due process procedures) in accordance with federal and state laws. These procedures do not apply to allegations of technical violations of the law. Each lead agency is responsible for receiving and resolving complaints when one or more requirements of the law are allegedly not being met by a public or private agency providing early intervention services or a local education agency providing early childhood special education services.

In the event of a difference of opinion in any matter related to the implementation of this agreement, disagreements regarding systemic issues of responsibility for service provision or compliance with the interagency agreement, the signatory agencies adopt the following procedures for resolution of disputes as a mechanism for making a determination that is binding on the signatory agencies:

Local Level

In all interagency disputes about matters related to this agreement, efforts should be made to resolve disagreements at the local level. A discussion will be held at the local level between all of the involved agencies. If resolution is not achieved at the local level, a written complaint will be initiated by the aggrieved agency within 5 working days of the date of the local level meeting to staff of the aggrieved agency's state level agency with copies to the other involved agency(s). The written communication shall identify the conflict, proposed action, and a summary of factual, legal and policy grounds.

State Agency Level

Staff from the involved agencies will meet to reach a solution. A written response, which includes proposed solutions to the conflict, shall be provided by the staff of the receiving agency within 15 working days of the notice of conflict.

If the event that resolution is not satisfactory to all agencies involved or when there are disputes between and among the state agencies, the staff and the Deputy Director, Director or their agency counterparts from the respective agencies will meet to reach a solution. Upon resolution of the conflict, a joint communiqué so indicating, will be developed and disseminated by a representative from each agency. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution. Upon resolution of the conflict, a joint communiqué, so indicating will be developed and disseminated by each agency head.

If the matter is still unresolved after this conflict resolution process, the parties will jointly refer the issues to the Governor for a final determination. Until final resolution of an interagency conflict, each of the parties to this agreement shall respect the policies and procedures of each agency. For the purposes of this agreement, timely resolution shall be 90 days.

VIII. Signature Page

This Memorandum of Agreement will become effective upon the signatures of the approving officials of the respective agencies and shall remain effective until supplanted by another Memorandum of Agreement. It shall be reviewed periodically by representatives of the signatory agencies and may be amended any time by mutual agreement of the participating agencies. Furthermore, this Memorandum of Agreement shall remain binding on all successors in interest of the signatories to this agreement and the agencies they represent.

SIGNATURES:

Dr. Suellen Reed Date
Superintendent of Public
Instruction

James M. Hmurovich Date
Director
Division of Family and Children

Joyce A. Thomas Date
Hub Director
Administration for Children and
Families
Chicago Regional Office

Debbie Beeler Date
President
Indiana Head Start Association